UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REGION 2

GO NEW YORK TOURS, INC. Respondent, -and- TRANSPORT WORKER UNION, LOCAL 100 AFL-CIO Complainant.	**RESPONDENT'S MOTION FOR PARTIAL SUMMARY JUDGMENT** CASE NOS. 02-CA-150295 02-CA-151455 02-CA-151735 02-CA-152717 02-CA-153335 02-CA-154419 02-CA-154537 02-CA-155007 02-CA-157772 02-CA-157775 02-CA-158641

Respondent, Go New York Tours, Inc. ("Go NY Tours"), by and through its attorneys, Greenwald Doherty, LLP, pursuant to Section 102.24, hereby submits its Motion for Partial Summary Judgment as follows:

Preliminary Statement

Respondent, Go New York Tours, Inc. ("Go NY Tours" or the "Company") submit this Motion for Partial Summary Judgment and supporting Memorandum of Law pursuant to 29 CFR 102.24 in the instant matter. Respondent seeks partial summary judgment of the Consolidated Complaint (the "Complaint") on the basis that Respondent was under no legal obligation or duty to bargain with Transport Workers Union, Local 100 AFL-CIO (the "Union") prior to imposing disciplinary action against former Go NY Tours employees.

Respondent took disciplinary actions against certain former Go NY Tours employees that were completely in accord with the Company's well-established disciplinary policy. The Complaint does not allege that Go NY Tours unilaterally changed its employees' terms and conditions of employment in administering this discipline, nor could it.[1] Nor does the Complaint allege that Respondent violated a provision of a collective bargaining in taking such actions, as none existed at the time of the relevant disciplinary actions.[2] Rather, the allegation is that, during the period of mandatory bargaining but before any collective bargaining agreement had been negotiated or ratified, the Company issued discipline to and/or discharged certain employees without first consulting with the Union. This claim fails as a matter of law because Board precedent makes it clear that where an employer is administering discretionary discipline that is based on a policy established before union certification, the employer is under no obligation to notify or give the Union an opportunity to bargain over the discipline prior to the imposition of a CBA.

Accordingly, it is Respondent's position that the General Counsel has failed to provide any legal or factual basis to support a claim that Respondent violated Section 8(a)(5) National Labor Relations Act ("NLRA" or the "Act") by failing to provide notice to the Union and affording the Union an opportunity to bargain with Respondent regarding the disciplinary action taken against Delion Badenock, Leanne Staples, Raphael Seemungle, Kelly Lew and Daniel Kaminsky, the former Go NY employees referenced in Paragraph 22 of the Complaint. As such, summary judgment on all such claims is proper.

Summary of Facts

For purposes of this Motion only, Defendants assume as true the allegations in the Complaint, because, even if the facts were as the Complaint alleges – which Respondent vehemently denies – Respondent did not violate section 8(a)(5) as a matter of law. Accordingly, partial summary judgment as to those allegations is warranted.

Delion Badenock violated the Company's established Attendance Policy on April 13, 2015. Respondent discharged Delion Badenock on April 14, 2015. See Affidavit of Asen Kostadinov, attached hereto as Exhibit 1 ("Kostadinov Aff."), ¶ 2; see also Complaint, ¶ 22. Leanne Staples resigned her position with the Company. See Kostadinov Aff., ¶ 3. Nonetheless, as stated above, Respondent will assume that the allegations in the Complaint are true (for the purposes of this motion only) and that Leanne Staples was discharged on May 1, 2015. See

[1] The Union did actually bring a charge against Respondent for unilaterally changing the terms and conditions of employment by way of implementing a "new" disciplinary policy. This charge was dismissed by the Board in light of the overwhelming evidence produced by Respondent proving that such progressive discipline policy had been in effect, and had remained unchanged, since 2012.

[2] The parties are in the process of negotiating a collective bargaining agreement and, as such, no agreement existed during any of the relevant time periods.

Complaint, ¶ 22. The Company discharged Raphael Seemungle on June 18, 2015. See Kostadinov Aff., ¶ 2; see also Complaint, ¶ 22. The Company suspended Kelly Lew and then terminated Kelly Lew's employment on July 16, 2015. See Kostadinov Aff., ¶ 2; see also Complaint, ¶ 22. Daniel Kaminsky resigned his position with the Company. See Kostadinov Aff., ¶ 3. Nonetheless, as stated above, Respondent will assume that the allegations in the Complaint are true and that Daniel Kaminsky was discharged on July 19, 2015. See Complaint, ¶ 22.

Respondent first published its disciplinary policy in 2012 when it issued its first Employee Handbook. See Kostadinov Aff., ¶ 7.[3] The disciplinary policy sets forth the Company's general 4-steps of progressive discipline, and permits managers to exercise discretion in administering discipline as warranted on a case-by-case basis. See Kostadinov Aff., ¶ 7.

Legal Standard

"It is a settled principle that for summary judgment to be appropriate the record must show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Conoco Chemicals Co., 275 NLRB 39, 40 (1985) (citing Stephens College, 260 NLRB 1049, 1050 (1982)); see also Fed. R. Civ. P. 56(c) (relied upon by Stephens College). Section 102.24(b) of the Board's Rules and Regulations provides that "[t]he Board in its discretion may deny [a motion for summary judgment] where the motion itself fails to establish the absence of a genuine issue, or where the opposing party's pleadings, opposition and/or response indicate on their face that a genuine issue may exist."

In the matter at hand, however, there is no genuine issue of material fact regarding the General Counsel's allegations in Paragraph 22 of the Complaint. It is undisputed that Respondent has maintained the same 4-step progressive discipline policy since 2012, prior to the Union's certification. Accordingly, there were no changes to terms or conditions of employment in that regard, nor does the General Counsel allege that there were. For the purposes of this motion, it is undisputed that Respondent did not notify the Union regarding the impending disciplinary actions, nor did it provide the Union an opportunity to bargain over same. Nonetheless, the allegations in Paragraph 22 must be dismissed as a matter of law because, despite that Respondent did not bargain over the employees' discipline, Respondent was not under a legal obligation to do so.

[3] On or about April 30, 2015, the Union brought an unsuccessful 8(a)(5) charge against Respondent alleging that they "changed the terms and conditions of employment without giving notice to the Union and an opportunity to bargain over a new rule that all Tour Guides would be disciplined up to termination through a new "4 step" disciplinary structure in order to weaken the union." See Affidavit of Colleen M. O'Donnell, attached hereto as Exhibit 2 ("O'Donnell Aff."), ¶ 2. This charge was subsequently dismissed by the Board after Respondent provided irrefutable evidence that the Company's 4-step disciplinary policy had been in effect and had remained unchanged since 2012. See O'Donnell Aff., ¶ 3; see also Kostadinov Aff., ¶ 7. The Union did not appeal this dismissal.

Legal Analysis

Respondent had no obligation under the NLRA to notify or bargain to impasse with the Union before imposing discipline

The Complaint alleges that Respondent failed to notify or bargain with the Union over the discipline and/or discharge of the former employees named in the Complaint. See Complaint, ¶22. Respondent admits that it did not provide any notification to the Union of the Company's intent to discharge or otherwise discipline the employees named in the Complaint. However, this does not violate Section 8(a)(5) of the Act.[4] See Fresno Bee, 337 NLRB 1161, 1187 (2002) ("Respondent has no obligation to notify and bargain to impasse with the Union before imposing discipline…").

Ten years after Fresno Bee was decided, the Board concluded that an employer whose employees are represented by a union, but in the period of time prior to the parties agreeing to a first contract or to an interim grievance procedure, must bargain with the union before imposing discretionary discipline on a unit employee. Alan Ritchey, Inc., 359 NLRB No. 40 (2012). However, the Alan Ritchey decision was invalidated and has no precedential value, as a result of the U.S. Supreme Court's decision in NLRB v. Noel Canning, ____ U.S. ___, 134 S.Ct. 2550 (2014). The Noel Canning Court there concluded the Board which rendered that decision lacked a quorum, because the President's recess appointments for three positions to the five-member Board were invalid. Therefore, the current controlling precedent on this issue is the Board's decision in Fresno Bee that no such bargaining obligation exists.

Regardless of whether the General Counsel believes it was incorrectly decided, Fresno Bee has been reinstated as valid precedent and employers do not have an obligation to bargain in situations like the one presented here. See, e.g., High Flying Foods and Unite Here! Local 30, 2015 WL 2395895 (2015); Lifeway Foods, Inc. and Bakery, Confectionery, 2015 WL 9301369 (2105) (post-Alan Ritchey cases following Fresno Bee in light of Noel Canning). Additionally, the Board applied its Alan Ritchey decision prospectively, recognizing the unexpected burdens that would be imposed on employers if it did not do so. High Flying Foods (citing Austin Fire Equipment, LLC, 360 NLRB No. 131, slip op. at 2 fn. 6 (2014) (A judge's duty is to apply established Board precedent which the U.S. Supreme Court has not reversed. It is for the Board, not the ALJ, to determine whether Board precedent should be altered.)); see also Lifeway Foods, Inc. and Bakery, Confectionery, 2015 WL 9301369 (2105) (dismissing 8(a)(5) complaint based

[4] Respondent does not disagree that an employer's alteration of existing terms and conditions of employment without prior discussion with its employees' bargaining representative is a "circumvention of the duty to negotiate which frustrates the objectives of Section 8(a)(5) much as does a flat refusal." NLRB v. Katz, 369 U.S. 736, 743 (1962). However, the Complaint does not allege that Respondent altered any existing terms or conditions of employment without consulting the Union. Rather, the allegation at issue is centered on Respondent's taking disciplinary action in accordance with a policy that predates Union certification without first notifying the Union or providing it an opportunity to bargain over the discipline.

on the Board's decision in Fresno Bee that the respondent did not violate Section 8(a)(5) and (1) of the Act by issuing discretionary discipline to individual employees). Respondent should not be expected to bargain with a union at a time when no valid Board decision imposes such an obligation upon them.

Conclusion

Based on the foregoing, Defendants request that the Board grant their motion for partial summary judgment and dismiss the 8(a)(5) claims for failure to notify or give the Union an opportunity to bargain over the named former employees' discipline, as set forth above, with prejudice.

Dated: February 23, 2016
Orangeburg, New York

GREENWALD DOHERTY LLP

By: Colleen M. O'Donnell, Esq.
Roy Goldberg, Esq.
Attorneys for Respondent
30 Ramland Road, Suite 201
Orangeburg, NY 10962
(845) 589-9300
cmo@greenwaldllp.com
rg@greenwaldllp.com

EXHIBIT 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REGION 2

GO NEW YORK TOURS, INC. Respondent, -and- TRANSPORT WORKER UNION, LOCAL 100 AFL-CIO Complainant.	**AFFIDAVIT OF ASEN KOSTADINOV** CASE NOS. 02-CA-150295 02-CA-151455 02-CA-151735 02-CA-152717 02-CA-153335 02-CA-154419 02-CA-154537 02-CA-155007 02-CA-157772 02-CA-157775 02-CA-158641

STATE OF NEW YORK }

ss:

COUNTY OF ROCKLAND}

I, **ASEN KOSTADINOV**, state under the penalty of perjury:

1. I am the president of Go New York Tours, Inc. (the "Company"). I submit this affidavit in support of Respondents' Motion for Partial Summary Judgment in the above-captioned matter.

2. The following individuals were disciplined and/or discharged from the Company's employ pursuant to the Company's existing policies, including but not limited to its

4-step progressive discipline policy, which have been in effect since 2012 and have remained unchanged since then:

a. Delion Badenock;

b. Raphael Seemungle; and

c. Kelly Lew.

3. The following individuals resigned their positions with Go NY Tours:

a. Leanne Staples; and

b. Daniel Kaminsky

4. Go NY Tours has maintained the same discretionary 4-step progressive discipline policy since 2012. A copy of the Company's Disciplinary Policy is attached hereto as **Exhibit A.**

I swear or affirm that the above and foregoing representations are true and correct to the best of my information, knowledge and belief.

Asen Kostadinov

Sworn to before me this
23rd day of February 2016

Notary Public

KEVIN M DOHERTY
Notary Public - State of New York
NO. 02D06258890
Qualified in Rockland County
My Commission Expires 4/9/16

EXHIBIT A:

Go NY Tours Disciplinary Policy

human consumption (such as sniffing glue or aerosol inhalants) that alter awareness and cognitive function are also covered by this policy.

Of course, this policy does not extend to any employee who is properly using prescription medication on the orders of a physician. If, however, you have been advised not to drive or operate machinery or to otherwise limit your activities while taking a particular medication, and such activities are part of your regular job duties, you must inform your supervisor or the Office Manager of the situation and provide a doctor's note describing your limitations.

Although the Company encourages employees with drug or alcohol abuse problems to seek assistance and treatment, doing so may not lessen discipline determined to be warranted based on a violation of this policy.

By accepting employment with the Company, you agree to abide by this Drug-Free Workplace Policy.

Drug Testing

The Company is committed to complying with the provisions of federal, state and local laws applicable to drug testing in this industry. Further, the Company may, at its discretion, require any employee to submit to a random drug or alcohol test, to a drug and alcohol test which may require the taking of blood, urine or breath samples if the Company reasonably suspects that an employee has violated the Drug-Free Work place policy (e.g., if it suspects that an employee is under the influence of alcohol or illegal drugs or other controlled substances, or that the employee used these substances while at work or otherwise on the Company's premises, or while conducting business on the Company's behalf). The Company may also require any employee to submit to a drug or alcohol test pre-hire, after a workplace accident or injury and/or randomly. Refusal to submit to a drug and/or alcohol test may be grounds for discipline, including but not limited to being placed on a disciplinary suspension or having employment terminated, in the Company's discretion.

Drivers are required to submit to drug testing as applicable under federal, state and local laws, rules and regulations.

Smoking

Smoking is not allowed while you are working.

Solicitation/Posting

You may not solicit other employees for any charitable, civic, political, religious, social or other outside organization (i.e., ask for donations, to join a group, to buy a product etc.) when the other employee is on working time. The Company also does not permit employees to be solicited by non-employees during the employees' working time. If you are approached, politely indicate that you are on-the-job.

Discipline

You are expected to abide by these policies, and follow the work rules and disciplinary guidelines. Employees can be disciplined for violations of these policies, or for other reasons as may arise in the discretion of management. Discipline may include a verbal warning, written warning, suspension without pay, or discharge, in any order, at the discretion of the Company. The Company is not required to follow any particular form of discipline at all prior to terminating your employment.

BENEFITS

Employees may be eligible for certain state-mandated benefits, specifically:

EXHIBIT 2

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REGION 2

GO NEW YORK TOURS, INC. Respondent, -and- TRANSPORT WORKER UNION, LOCAL 100 AFL-CIO Complainant.	**AFFIDAVIT OF COLLEEN M. O'DONNELL** CASE NOS. 02-CA-150295 02-CA-151455 02-CA-151735 02-CA-152717 02-CA-153335 02-CA-154419 02-CA-154537 02-CA-155007 02-CA-157772 02-CA-157775 02-CA-158641

STATE OF NEW YORK }

ss:

COUNTY OF ROCKLAND}

I, **COLLEEN M. O'DONNELL**, state under the penalty of perjury:

1. I am an attorney licensed to practice law in the State of New York, and am a Partner with the law firm of Greenwald Doherty LLP, counsel for the Respondents, Go New York Tours, Inc. and Asen Kostadinov, in the above referenced matter. I submit this affidavit in support of Respondents' Motion for Partial Summary Judgment in the above-captioned matter.

2. On or about April 30, 2015, the Union brought an 8(a)(5) charge against Respondents alleging that they "changed the terms and conditions of employment without giving notice to the Union and an opportunity to bargain over a new rule that all Tour Guides would be disciplined up to termination through a new "4 step" disciplinary structure in order to weaken the union." A copy of this charge, 02-CA-151732, is attached as **Exhibit A**.

3. On November 30, 2015, the Board subsequently dismissed this charge, stating that "the employee handbook…set forth its progressive disciplinary process and that the policy embodied in the handbook [sic] appears to be consistent with what the Employer's practice has been. It thus does not appear that the Employer was announcing a new procedure to employees, but was reiterating a procedure that was already in place." A copy of this dismissal notice is attached as **Exhibit B**.

I swear or affirm that the above and foregoing representations are true and correct to the best of my information, knowledge and belief.

Colleen M. O'Donnell

Sworn to before me this
23rd day of February 2016

Notary Public

KEVIN M DOHERTY
Notary Public - State of New York
NO. 02DO6258890
Qualified in Rockland County
My Commission Expires 4/9/16

EXHIBIT A:

Charge #02-CA-151732 dated 5/6/2015

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
02-CA-151732	5/6/15

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Go NY Tours

b. Tel. No. 212-664-0300

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
2 East 42nd Street
New York, NY

e. Employer Representative
Kevin Dougherty, Esq.
Greenwald Dougherty LLP
30 Ramland Road; Suite 210

g. e-Mail
KD@greenwaldllp.com

h. Number of workers employed
~90

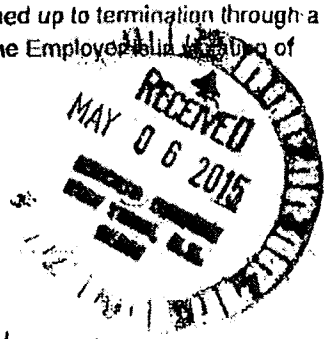
i. Type of Establishment *(factory, mine, wholesaler, etc.)*
NY Sighseeing Tour Company

j. Identify principal product or service
Tourism

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (6) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

On or about April 30, 2015 the Employer changed the terms and conditions of employment without giving notice to the Union and an opportunity to bargain over a new rule that all Tour Guides would be disciplined up to termination through a new "4 step" disciplinary structure in order to weaken the Union. By these and other acts the Employer violated Section 8(a)(1) of Section 1, and 5 of the NLRA.



3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Transport Workers Union Local 100, AFL-CIO

4a. Address *(Street and number, city, state, and ZIP code)*
195 Montague Street
3rd floor
Brooklyn, NY 11201

4b. Tel. No. 646-228-4729

4c. Cell No. 646-228-4729

4d Fax No.

4e. e-Mail
rsingla@twulocal100.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* Transport Workers Union of America

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By *(signature of representative or person making charge)*

Retu Singla, Asst. Legal Director
(Print/type name and title or office, if any)

Address 195 Montague Street, Brooklyn, NY 11201

6/4/15
(date)

Tel. No.
646-228-4729

Office, if any, Cell No.
212-873-6000 x.2007

Fax No.

e-Mail
rsingla@twulocal100.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT B:

Dismissal of Charge #02-CA-151732
dated 11/30/2015

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 02
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

Agency Website: www.nlrb.gov
Telephone: (212) 264-0300
Fax: (212) 264-2450

November 30, 2016

Retu Singla, Esq., Senior Attorney
Local 100 Transport Workers Union
of Greater New York AFL-CIO
195 Montague Street, 3rd Floor
Brooklyn, NY 11201

Re: Go New York Tours Inc.
Case 02-CA-151732

Dear Ms. Singla:

We have carefully investigated and considered your charge that Go NY Tours (the Employer) has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that on or about April 30, 2015, Go New York Tours implemented a new four-step disciplinary procedure without giving Local 100 Transport Workers Union of Greater New York (the Union), which was certified by this office on June 5, 2015, as the collective-bargaining representative of a unit of the Employer's employees, notice or an opportunity to bargain over the new disciplinary procedures.

The investigation revealed that on or about April 30, 2015, the Employer announced to employees in the covered bargaining unit a progressive disciplinary policy that culminated in the final step of discharge. The investigation further revealed that an employee handbook, which the Employer issues to employees upon their hire, set forth its progressive disciplinary process and that the policy embodied in the hand book appears to be consistent with what the Employer's practice has been. It thus does not appear that the Employer was announcing a new procedure to employees, but was reiterating a procedure that was already in place. Inasmuch as the evidence fails to establish that the Employer violated the Act as alleged or in any other manner encompassed by your charge, I am dismissing the charge.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlrb.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at www.nlrb.gov, click on **E-File Documents,** enter the **NLRB Case Number,** and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **December 14, 2015**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than **December 13, 2015. If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely**. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before December 14, 2015.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after **December 14, 2015, even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

Karen P. Fernbach

Karen P. Fernbach
Regional Director

Enclosure

cc: Kevin Dougherty, Esq.
Greenwald Dougherty LLP
30 Ramland Road, Suite 201
Orangeburg, NY 10962

Colleen O'Donnell, Esq.
Greenwald Dougherty LLP
30 Ramland Road, Suite 201
Orangeburg, NY 10962-2606

Go New York Tours Inc.
Asen Kostadinov, President
2 East 42nd Street
New York, NY 10017-6901